



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: White Slough Water Pollution Control Facility (WSWPCF) Lease Agreement with San Joaquin County Mosquito and Vector Control District

MEETING DATE: January 19, 1994

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council approve a long-term (20 year) lease agreement between the City of Lodi and the San Joaquin County Mosquito and Vector Control District (SJC MVCD) and direct the City Manager and the City Clerk to execute the lease on behalf of the City.

BACKGROUND INFORMATION: In a letter dated August 20, 1993 (attached), the SJC MDVC requested an opportunity to lease City land. City and District staff have met and agreed on an unused  $\pm 12$ -acre parcel (formerly corral area) viable for the proposed use as a fish rearing and distribution site for mosquito fish that will be used throughout the north county to combat mosquitos. The attached Exhibit A shows the 12-acre parcel and other adjacent uses.

SJC MVCD has agreed to a rental fee of \$225 per acre per year (\$2,700 annually). This fee slightly exceeds an adjacent 218-acre agricultural lease the City has with an area farmer. Additionally, SJC MVCD has agreed to provide vegetation management (weed control) services to the WSWPCF ponds and irrigation ditches, and provide biological and rodent control services in the form of technical advice and consultation. The District has offered a willingness for cost sharing of projects that mutually benefit the City and SJC MVCD (i.e. roadway and fence maintenance).

There will be an annual need of 40 to 60 million gallons of water after the District constructs the rearing ponds. The City is exploring several options for supplying this water. Two of those are unchlorinated secondary effluent and/or a high quality waste stream from Northern California Power Agency's Gas Turbine Electrical Generator. Considerable work would have to be done to prepare this area for agricultural use, and would only allow us to dispose of 10 to 20 million gallons of effluent per year.

It is believed the City's best interest will be served by Council approving this lease.

FUNDING: Revenues to be placed in Wastewater Enterprise Fund.

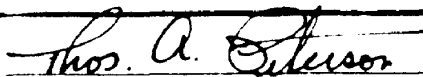
  
Jack L. Ronsko  
Public Works Director

JLR/FEF/as

Prepared by Fran E. Forkas, Water/Wastewater Superintendent

cc: San Joaquin County Mosquito and Vector Control District  
City Attorney  
Assistant Wastewater Treatment Superintendent  
Electric Utility Director

APPROVED



THOMAS A. PETERSON  
City Manager



# SAN JOAQUIN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

MAIN OFFICE: 7759 SOUTH AIRPORT WAY, STOCKTON, CA 95208-3918 - (209) 982-4675

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August 20, 1993 - Friday

JOHN R. STROM  
MANAGER

# RECEIVED

AUG 23 1993



## CITY OF LODI

MUNICIPAL SERVICE CENTER

Mr. Fran Forkas, Superintendent  
City of Lodi  
Post Office Box 3006  
Lodi, CA 95241-1910

Subject: Possible lease of City property at White  
Slough

Dear Fran:

Thank you for taking the time to discuss with me possible opportunities to lease land from the City at the White Slough Water Treatment Plant. As you are aware, I am seeking a parcel of land with adequate water supplies that can be used as a fish rearing site for mosquito fish. Your offer of several sites with water supplies at White Slough is appreciated. In evaluating your offer of the three parcels (properties adjacent to the access driveway and clover leaf), it was determined that capital improvement and operational costs would be excessive. However, if the City has available a site of at least 15 acres (contiguous) with adequate water supply, the district would be interested in a long term commitment. I am very interested in utilizing non-chlorinated treated water for the production of mosquito fish.

In relation to your questions that were not originally addressed by me:

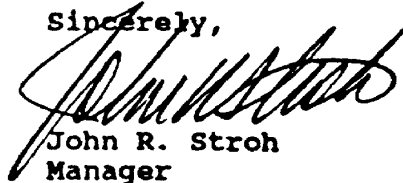
- 1- The district would not store any pesticides on city-owned property.
- 2- District-owned equipment, including vehicles, would be stored on city property periodically. No fuel supplies would be stored however.
- 3- The district would propose the construction of a small (20'w x 20'l x 10'h) storage building to warehouse fish feed, nets, seines, buckets, etc., used in the rearing and collection of fish.

Mr. Forkas  
August 20, 1993 - Friday  
-2-

- 4- The district is prepared to negotiate a long-term lease with the city, including fee amounts which are comparable to fees paid by other tenants of city-owned property at White Slough.
- 5- The district can provide limited services to the City and its tenants by several methods:
  1. Vegetation management in non-crop areas (ie, weed control in ponds and ditches)
  2. Biological and entomological services, technical advice and consultation from district staff.
  3. Cost-sharing of projects that mutually benefit the district and the City of its tenants.

I am available to further discuss these issues with you at anytime. Please do not hesitate to call me at 1-800-300-4675, between 7:30 A.M. - 4:00 P.M.

Sincerely,



John R. Stroh  
Manager

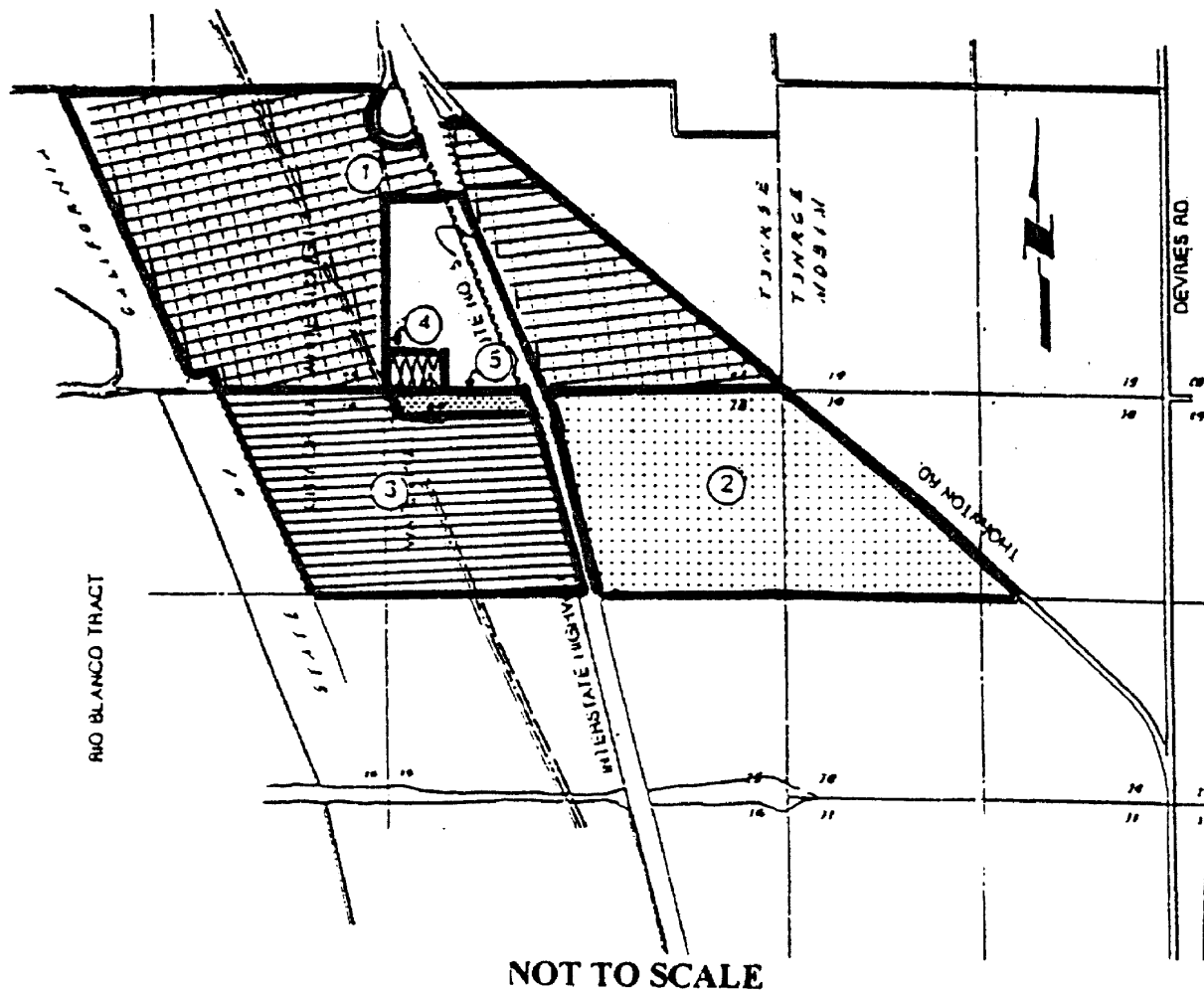
JRS/ca





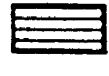


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## EXHIBIT A WHITE SLOUGH WATER POLLUTION CONTROL FACILITY LAND LEASES



### LEGEND

-  ① 389-acre parcel leased by Bechthold-Kirschenman Farms
-  ② 270-acre parcel leased by Bechthold-Kirschenman Farms
-  ③ 218-acre parcel leased by Lima Ranch
-  ④ 10-acre parcel leased by Northern California Power Agency
-  ⑤ 12-acre parcel to be leased by San Joaquin County Mosquito & Vector Control District

**GROUND LEASE**

**by and between**

**THE CITY OF LODI**

**(Owner)**

**and**

**SAN JOAQUIN COUNTY MOSQUITO  
AND VECTOR CONTROL DISTRICT**

**(Tenant)**

**GROUND LEASE**  
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## GROUND LEASE

THIS LEASE, entered into this first day of February, 1994, by and between the CITY OF LODI, a municipal corporation ("Owner"), and SAN JOAQUIN COUNTY MOSQUITO and VECTOR CONTROL DISTRICT ("Tenant").

1. Premises. Owner leases to Tenant and Tenant leases from Owner that real property in the City of Lodi, County of San Joaquin, California, described in Exhibit A attached hereto and made a part hereof. The premises leased to Tenant are referred to in this Lease as the "Leased Premises" (approximately 12  $\pm$  acres).

2. Use. Tenant shall have the use of the Leased premises for the purpose of the developing, construction, operation and maintenance of ponds for the purpose of rearing mosquito fish and incidental ancillary uses and for any other lawful purpose.

3. Term; Extension. The term of this Lease shall commence on February 1, 1994 ("Commencement Date"), and shall terminate, unless earlier terminated in accordance with the provision of this Lease, on a date twenty (20) years from the Commencement Date. Tenant's right to exclusive possession shall commence on the Commencement Date. Tenant shall have the right to extend the term of this lease on all the terms and conditions set forth herein for an additional period of twenty (20) years, to be exercised by written notice to Owner during the last year of the initial term of this Lease.

4. Rent.

(A) Annual Rent. During the term of this lease, Tenant shall pay annual rent in the amount of \$ 2,700.00, in advance, on or before the anniversary of Commencement Date of each year for the following twelve (12) month period. Additionally, Tenant shall furnish weed and mosquito abatement services throughout the City's 1,040 acre site (ponds and ditches).

(B) Rental Adjustments. The rent shall not be adjusted for the first five (5) years of the term. The rent may be adjusted on the Commencement Date of the sixth (6th) year and each fifth (5th) year thereafter. Following an adjustment, the rent will remain fixed for five (5) years. Future rent shall be based on what the owner receives on the adjacent 218 acre agricultural lease. Tenant and Owner shall act in good faith and cooperate with one another in establishing any adjustment.

(C) Payments. All rent paid shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, and at such place or places as may be designated from time to time by Owner.



5. Utilities. During the term of this Lease, Tenant agrees to pay all charges and expenses in connection with utility services and to protect Owner and the Leased Premises from all such charges and expenses.

6. Repairs and Maintenance.

(A) At all times during the term of this Lease, Tenant shall, at its cost and expense, maintain the Leased Premises and all improvements thereon in good order and repair and safe condition, including but not limited to, fences and roadways predominantly used by Tenant. Tenant shall keep Owner apprised of the volume and nature of truck traffic and official activities upon the premises.

(B) Owner shall not be obligated to make any changes, alterations, additions or repairs in, on or about the Leased Premises or any part hereof or any improvements installed thereon. Tenant waives all provisions of law that may impose a duty of repair on Owner.

(C) Tenant shall indemnify and save harmless Owner against all actions, claims and damages by reason of (1) Tenant's failure to perform the terms of this paragraph, or (2) Tenant's nonobservance or nonperformance of any law, ordinance or regulation applicable to this leased premises, and any liability or duty to repair imposed by the laws of California, except that tenant shall be under no obligation under the lease for conditions or problems of or on the premises which existed prior to the commencement of this lease.

(D) Tenant agrees to construct a perimeter fence around the Leased Premises according to the specification shown on Exhibit "B" agreed or equal.

7. Mechanic's Liens.

(A) Covenant Against Liens and Claims. Tenant shall not allow or permit to be enforced against the Leased Premises or any part thereof, any mechanic's, materialmen's, contractor's or subcontractor's liens arising from any claim growing out of work of any construction, repair, restoration, operation, replacement or improvement, or any other claim or demand no matter how the same may arise. Tenant shall pay or cause to be paid all of said liens, claims or demands before any lawsuit is brought to enforce them against the Leased Premises. Tenant agrees to indemnify and hold the Owner and the Leased Premises free and harmless from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses incurred by Owner in connection therewith.

(B) Tenant's Right to Contest Liens. Notwithstanding anything to the contrary set forth above, if Tenant shall in good faith contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself and Owner against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Owner or the Leased Premises.

(C) Owner Paying Claims. In the event Tenant shall fail to pay and discharge or cause to be paid and discharged, when due and payable, any tax, assessment or other charge upon or in connection with the Leased Premises, or any lien or claim for labor or material employed or used or any claim for damages arising out of the construction, repair, restoration, replacement, maintenance and use of the Leased Premises and any improvements thereon, or any judgment on any contested lien or claim, or any insurance premium or expense in connection with the Leased Premises and improvements, or any other claim, charge or demand which Tenant has agreed to pay or cause to be paid under the terms of this Lease, and if Tenant, after ten (10) business days' written notice from Owner to do so shall fail to pay and discharge the same, or in the event Tenant contests such tax, assessment, claim or charge then Owner may, at his option, pay any such tax, assessment, insurance expenses, lien, claim, charge or demand, or settle or discharge any action therefor, or judgment thereon, and all costs, expenses and other sums incurred or paid by Owner in connection with any of the foregoing shall be paid by Tenant to Owner upon demand, together with interest thereon at Bank of America's prime rate from the date incurred or paid. Any default in such repayment by Tenant shall constitute a breach of the covenants and conditions of this Lease.

8. Insurance and Indemnity.

(A) Owner's Nonliability. Owner shall not be liable for any loss, damage or injury of any kind to any person or property arising from any use of the Leased Premises, or any part thereof, or caused by any defect in any building, structure or other improvement thereon or in any equipment or other facility therein, or caused by or arising from any act or omission of Tenant or any of its agents, employees, licensees or invitees, or by or from any accident on the Leased Premises or any fire or other casualty thereon, or occasioned by the failure of Tenant to maintain the Leased Premises and all improvements thereto in a safe condition, or arising from any other cause except where caused by the negligence of Owner, its agents or employees.

(B) Indemnification of Owner. Notwithstanding anything to the contrary contained in this Lease, and irrespective of any insurance carried by Tenant for the benefit of Owner under the terms of this Lease, Tenant agrees to protect, indemnify and hold the Owner and the Leased Premises harmless from any and all damages and liabilities at any time occasioned by or arising out of (1) any act, activity or omission of Tenant, or of anyone holding under Tenant, or (2) the occupancy or use of the Leased Premises or any part thereof, by or under Tenant, or (3) any state or condition of the

leased premises or any part thereof except that tenant shall be under no obligation to Owner for any state or condition of the leased premises which was in existence prior to the commencement of this lease.

(C) Liability Insurance. Tenant shall procure and maintain at all times during the term of this Lease, at its sole cost and expense, a policy or policies of commercial public liability insurance by the terms of which Owner and Tenant are named as insured and are indemnified against liability for damage or injury to property or person, including death, of any person entering upon or using the Leased Premises or any improvements thereon or any part thereof, with a combined single limit for bodily injury and property damage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000). Such public liability insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Owner and shall contain a provision that the Owner, although named as an insured shall nevertheless be entitled to recover under that policy for any loss, injury or damage to the Owner, its agents and employees or the property of such persons by reason of the negligence of Tenant. Tenant may at its option self-insure upon the foregoing terms.

(D) Certificate of Insurance. All policies of insurance procured and maintained by Tenant hereunder shall be issued by companies having not less than Best's A: Class X rating and shall be issued in the name of the Owner and Tenant for the mutual and joint benefit and protection of the parties. Executed copies of all insurance policies or a certificate thereof shall contain a provision that not less than thirty(30)days' written notice shall be given to Owner prior to the cancellation, reduction of coverage, expiration or any material change in any such policy. If Tenants elect to provide coverage through a Joint Powers Entity, Tenant shall provide proof satisfactory to the Owner of the financial stability of the Joint Powers Entity.

(E) Failure to Provide Insurance. If Tenant fails or refuses to procure or to maintain insurance as required by this Lease or fails or refuses to furnish Owner with required proof that the insurance has been procured and is in force and paid for, Owner shall have the right at Owner's election, upon ten (10) days advance written notice, to procure and maintain such insurance. The premiums paid by Owner shall be treated as added rent due from Tenant with interest at Bank of America prime rate, to be paid within thirty (30) days of demand. Owner shall give prompt notice of the payments of such premiums, stating the amounts paid and the names of the insurer or insurers.

(F) Waiver of Subrogation. The parties hereby release each other, and their respective representatives, from any claims for damage to any person or to the Premises and the improvements which may be located upon the Premises and to the fixtures, personal property, tenant's improvements and alterations of tenant in or on the Premises and the improvements which may be located upon the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties hereto and in force at the time of any such damage. Each party hereto shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any

damage covered by any policy, provided obtaining such a waiver in each such policy is then available at a reasonable charge. Neither party hereto shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease.

**9. Owner's Covenants.**

(A) Water Supply. Owner shall make available to Tenant an adequate supply of unchlorinated secondary wastewater effluent or other suitable water(s) from the White Slough Water Pollution Control Facility for the purpose of rearing mosquito fish.

(B) Discharge of Domestic Wastewater. Owner shall upon payment by Tenant of applicable connection fees, accept Tenant's domestic wastewater (employee restroom waste) from the project into the White Slough Water Pollution Control Facility, if Tenant is desirous of this service.

10. Repair and Restoration. If during the term of this Lease any building or improvement on the Leased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Tenant may, at its sole cost and expense, repair or restore the same or may elect not to repair or restore. If Tenant elects not to repair or restore, this Lease shall terminate. Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to any destruction of the Premises. Any monies received by Owner as compensation for damage or loss to improvements installed by Tenant on the Premises shall be paid to Tenant and are hereby assigned to Tenant.

11. Assignment and Subletting. Tenant may not encumber, assign, sublease or otherwise transfer this Lease, or any right or interest hereunder, or in or to any of the improvements constructed or installed on the Leased Premises, in whole or in part, without the prior written consent of Owner. Such consent shall not be withheld unreasonably.

12. Default. The occurrence of any one or more of the following events shall constitute a default under this Lease by Tenant:

(A) Failure to pay an installment of rent or other sum;

(B) Failure to pay any insurance premium, lien, claim, demand, judgment or other charge provided for in this Lease to be paid or caused to be paid by tenant at the time and in the manner as provided in this Lease;

(C) Failure to maintain the Leased Premises or cause the same to be maintained as provided for in this Lease;

(D) Abandonment of the Leased Premises after completion of construction for a continuous period of one hundred twenty (120) days; or

(E) Failure to perform or breach of any other covenant, condition or restriction provided for in this Lease.

13. Remedies in Event of Default. Upon any default of Tenant, and in the event the said default is due to the failure of Tenant to make the payment of any installment of rent or other sum when due, and in the event Tenant shall fail to remedy such default within ten (10) days after written notice to do so, or upon any other default by Tenant, and in the event that Tenant shall fail to remedy such other default within thirty (30) days after written notice from Tenant so to do specifying the nature of such default, or if such default cannot be cured within thirty (30) days, Tenant has not commenced corrective action and prosecuted the same to completion with due diligence, or in the event that the default is of such a nature that it cannot be cured by any action of Tenant, then and in any of these events, in addition to any other remedy Owner may have by operation of law, Owner shall have the right but not the obligation without any further demand or notice to reenter the Leased Premises and eject all persons from the Leased Premises, using due process of law, and immediately terminate Tenant's right to possession of the Premises, and repossess the same by summary proceedings or other appropriate action, and Owner shall thereupon be entitled to receive from Tenant all damages allowed by law.

14. Estoppel Certificates. Owner and Tenant shall, respectively, at any time and from time to time upon not less than ten (10) days' prior written request by the other, deliver to the requesting party an executed and acknowledged statement in writing certifying:

(A) That this Lease is unmodified and in full force and effect (or if there has been any modification(s) thereof that the same is in full force and effect as modified, and stating the nature of the modification or modification);

(B) That to its knowledge the requesting party is not in default under this Lease (or if any such default exists, the specific nature and extent thereof);

(C) The date to which rent and other charges have been paid in advance, if any; and

(D) Such other information pertaining to this Lease as may reasonably be requested.

Each certificate delivered pursuant to this paragraph may be relied on by any prospective purchaser or transferee of the Leased Premises or of Owner's or Tenant's interest hereunder or by any fee mortgagee of the Leased Premises or of Owner's or Tenant's interest hereunder or by any assignee of any such mortgagee.

15. Ownership of Improvements. Title to any buildings, improvements or fixtures which may be placed on the Premises by Tenant shall remain in Tenant. Owner agrees to subordinate all rights, if any, which Owner may have in any of such improvements to the rights of Tenant. Tenant may remove the improvements at any time during the term of this Lease. Any improvements remaining on the Premises after expiration or sooner termination of the Lease shall become the property of Owner.

16. Miscellaneous.

(A) Attorneys' Fees. In the event any action is brought by Owner to recover any rent due and unpaid hereunder or to recover possession of the Leased Premises, or in the event any action is brought by Owner or Tenant against the other to enforce or for the breach of any of the terms, covenants or conditions contained in this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed by the Court, together with costs of suit therein incurred.

(B) Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof. No delay or omission of Owner to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Tenant under this Lease. The various rights and remedies reserved to Owner herein including those not specifically described in this Lease shall be cumulative and, except as otherwise provided by California statutory law in force at the time of execution of this Lease, Owner may pursue any or all of such rights and remedies whether at the same time or otherwise.

(C) Holding Over. If Tenant shall hold over the Leased Premises after the expiration of the term hereof with the consent of Owner, either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations hereof, and Tenant hereby agrees to pay to Owner one-twelfth the annual rental as provided in this Lease; provided, however, that nothing herein contained shall be construed to give Tenant any rights to so hold over and to continue in possession of the Leased Premises after the expiration of the term hereof.

(D) Surrender at End of Term. Upon the end of the term of this Lease, as provided herein, or any extension thereof, or sooner termination of this Lease, Tenant shall surrender the Leased Premises, together with all improvements as hereinabove provided. Upon surrender of the Premises, Tenant shall, if directed by the Public Works Director, remove at its own expense any and all equipment remaining thereon.

(E) Lease Binding Upon Successors and Assigns. Subject to the limitations on assignment and subleasing, each of the terms, covenants and conditions of this lease shall extend to and be binding on and inure to the benefit of not only Owner and Tenant, but each of their successors and assigns. Whenever in this Lease reference is made to either Owner or Tenant, the reference shall be deemed to include, wherever applicable, the successors and assigns and such parties the same as if in every case expressed.

(F) Inspection. Owner reserves the right for Owner and Owner's agents and representatives to enter upon the Leased Premises at any reasonable time for the purpose of attending to Owner's interest hereunder, and to inspect the Leased Premises.

(G) Relationship of Parties. The relationship of parties hereto is that of Owner and Tenant, and it is expressly understood and agreed that Owner does not in any way nor for any purpose become a partner or agent of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

(H) Time of the Essence. Time is expressly declared to be of the essence of this Lease.

(I) Memorandum of Lease. This Lease shall not be recorded, but the parties agree to execute and deliver a Memorandum of this Lease in recordable form, which Memorandum shall be recorded.

(J) Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Owner within five (5) days after written demand from Owner to Tenant any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

(K) Number and Gender. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association. If there is more than one Tenant, the obligations imposed under this Lease upon Tenant shall be joint and several.

(L) Headings and Titles. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

(M) Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any party hereto which is not contained herein shall be binding or valid.

(N) Force Majeure. Except as to the payment of rent, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God, or the public enemy, action or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes, or lockouts or any other cause whether similar or dissimilar to the foregoing, which is beyond the control of such parties and any delay due to said causes or any of them shall not be deemed a breach of or default in the performances of this Lease.

(O) Disclaimer of Representation. Except as otherwise specifically provided herein, Owner has made no representations or warranties to the Tenant concerning the Leased Premises, the present use thereof or the suitability for Tenant's intended use of the property. The foregoing disclaimer includes, without limitation, topography, climate, air, water, water rights, utilities, present and future zoning, soil, subsoil, drainage, access to public roads, proposed routes of roads, or extension thereof, or effect of any state or federal environmental protection laws or regulations. Tenant represents and warrants to Owner that he and his representatives have made or will make their own independent inspection and investigation of the Leased Premises and Tenant, in entering into this Lease, is relying solely on such inspection and investigation. No patent or latent physical condition of Leased Premises, whether or not known or discovered, shall affect the rights of either party hereto. Any agreement, warranties or representations not expressly contained herein shall in no way bind either Tenant or Owner. Owner and Tenant waive any right or rescission and all claims for damages by reason of any statement, representations, warranty, promise and agreement, if any, not contained in this Lease.

(P) Quiet Enjoyment. This Lease is subject and junior only to all existing easements, covenants, conditions and restrictions and other matters and encumbrances of record as if the date of this Lease. As long as Tenant is not in default of any provision of this Lease, Tenant shall be entitled to quiet enjoyment of the premises.

(Q) Termination. Tenant may terminate this Lease at any time upon six (6) months advance notice.



17. Payments and Notices. Any notice to be given or other document to be delivered by either party to the other party may be given by personal delivery or may be deposited in the United States mail in the State of California, duly registered or certified, with postage prepaid, and addressed to the party for whom intended as follows:

To Owner:

City of Lodi  
Attn: City Manager  
P.O. Box 3006  
Lodi, CA 95241-1910  
cc: Public Works Director

To Tenant:

San Joaquin County Mosquito  
and Vector Control District  
Attn: Manager  
7759 South Airport Way  
Stockton, CA 95206-3918

Either party hereto may from time to time by written notice to the other party designate a different address which shall be substituted for the one specified above. If any notice or other document is sent by registered or certified mail, as provided above, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof.

18. Right of First Refusal. Owner shall not at any time during the term of this lease sell or convey or agree to sell or convey all or any portion of the Leased Premises without first having complied with the requirements of this Paragraph. Owner shall desire to sell or convey all or any portion or portions of the Leased Premises, Owner shall obtain from a third party a bona fide arms' length offer (the "Offer") and Owner shall submit a written copy of the Offer to Tenant and shall give Tenant forty-five (45) days within which to elect to meet the Offer. If Tenant elects to meet the Offer, Tenant shall give Owner written notice thereof and closing shall be held within forty-five (45) days thereafter, whereupon Owner shall convey to Tenant all or any portion of the Leased Premises which are the subject of the Offer. At closing, Owner shall deliver to Tenant a grant deed, sufficient to convey to Tenant fee simple title to the Leased Premises free and clear of all liens, restrictions and encumbrances. Owner shall pay all transfer taxes in connection with such conveyance. This right of first refusal shall continue as to any and all portions of the Leased Premises. In the event Tenant shall elect not to meet any Offer, Owner may thereafter sell the portion or portions of the Leased Premises which are subject of the Offer only to the party who made the Offer and only strictly in accordance with the terms thereof. To prevent Owner from defeating the rights of Tenant hereunder, Owner agrees that Owner will at no time accept an offer to purchase all or any portion of the Leased Premises together with any other property of Owner in contravention of Tenant's right to purchase the Leased Premises.

19. Abandonment and Closure of Rearing Ponds. Upon termination of this lease, Tenant, at its sole expense, shall provide for the abandonment and closure of any and all rearing ponds utilized on site by Tenant to conform to adjacent surrounding ground. Such abandonment shall be done in compliance with all applicable state and federal laws and regulations.

This Ground Lease has been executed on the date first set forth, to become effective as provided for in paragraph 3 hereof.

OWNER:

CITY OF LODI, a municipal  
corporation

By Thomas A. Peterson  
THOMAS A. PETERSON

Title: City Manager

Date: January 19, 1994

TENANT:

SAN JOAQUIN COUNTY MOSQUITO  
and VECTOR CONTROL DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Jennifer M. Perrin  
JENNIFER M. PERRIN  
City Clerk

Approved As To Form:

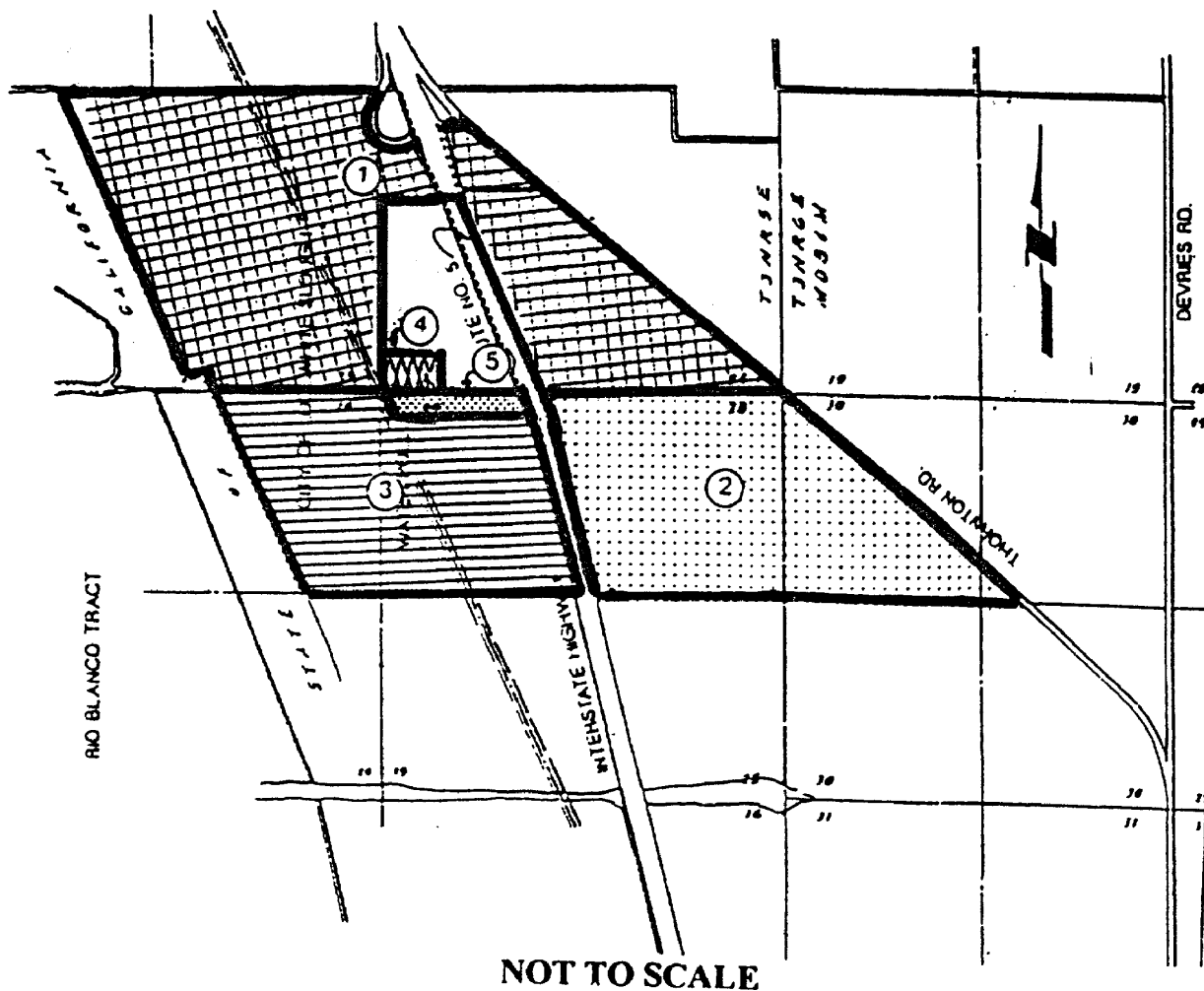
Bobby W. McNatt  
BOBBY W. McNATT  
City Attorney








# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## EXHIBIT A WHITE SLOUGH WATER POLLUTION CONTROL FACILITY LAND LEASES



### LEGEND

-  ① 389-acre parcel leased by Bechthold-Kirschenman Farms
-  ② 270-acre parcel leased by Bechthold-Kirschenman Farms
-  ③ 218-acre parcel leased by Lima Ranch
-  ④ 10-acre parcel leased by Northern California Power Agency
-  ⑤ 12-acre parcel to be leased by San Joaquin County Mosquito & Vector Control District

## **EXHIBIT B**

### **Site Fencing**

The entire site shall be fenced with an eight (8) foot high fence complete with extension arms with three rows of two-strand barbed wire projecting at an angle of approximately 45 degree extending outward. The fencing material shall be vinyl coated No. 9 gage good quality steel wire. The fabric shall have a uniform diamond mesh approximately two (2) in between the parallel sides. Top and bottom salvages shall have a twisted and barbed finish.

Fence posts, gates, and accessories, such as barbed and tension wire, ties, bands, clips, stretcher bars, post tops, post braces, and gate hinges, latches, stops, and keepers shall be in accordance with Industrial Steel Specifications for Fence-Posts, Gates, and Accessories of the Chain Link Fence Manufacturers Institute except as follows:

- Intermediate posts shall be Type I or Type II round pipe.
- Posts shall have holes suitable for the through passage of a top fence rail.
- Bottom reinforcing wire shall be No. 7 gage galvanized steel wire.
- Double gates shall have eccentric double locking type latches which engage strikes securely bolted to the gate frames at both top and bottom, and also engage a heavy malleable iron nonfreezing gate stop anchored in a concrete footing at the center of the double gate opening. Latches shall be readily locked with a padlock.
- Hinges for swing gates shall allow gates to swing back parallel to the fence.